

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT
SOUTHERN DIVISION

DUANE OWENS and PARTNERS MATTER, LLC

Case No.

Plaintiffs,

Hon.
Mag.

v.

NORTH AMERICAN BANCARD,
MARC GARDNER and DAVID GREENBERG

Defendants.

**COMPLAINT FOR FRAUD,
FRAUDULENT INDUCEMENT,
TORTIOUS INTERFERENCE
WITH BUSINESS OPPORTUNITY,
CIVIL CONSPIRACY, ET AL.**

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VERIFIED COMPLAINT AND JURY DEMAND

Plaintiff, Duane Owens (“Owens”) and Plaintiff Partners Matter, LLC (“PM”) (together, “Plaintiffs”), by and through their undersigned counsel, states the following for his Complaint and Jury Demand against Defendants North American Bancard (“NAB”), Marc Gardner (“Gardner”) and David Greenberg (“Greenberg”) (together, “Defendants”):

Parties, Jurisdiction and Venue

1. Owens is a male individual over the age of 18. At all relevant times, Owens resided in Milford, State of Michigan. PM is a limited liability company registered to do business in the State of Michigan.

2. NAB is a Delaware limited liability company registered to do business in the State of Delaware.

3. Gardner is a male individual over the age of 18. At all relevant times, Gardner resided and engaged in business in the Eastern District of Michigan.

4. Gardner is the President and Chief Executive Officer (“CEO”) of NAB, and throughout Owens’ employment and post-employment with NAB, Gardner was acting within the course and scope of his position as President and CEO, he had power and control over the terms and conditions of Owens’ employment, he exercised ultimate authority over Owens’ employment, and he had power and control over the actions that took place pre- and post-Owens’ employment.

5. Greenberg is a male individual over the age of 18. Greenberg is a resident of the State of New York.

6. Greenberg is the Chief Administrative Officer of NAB, and oversees the legal department for NAB.

7. This Court has jurisdiction pursuant to 28 U.S. §1332 and 15 U.S.C. §1121.

8. This Court has personal jurisdiction over the Defendants because each resides in or engages in continuous and systematic business within the State of Michigan and maintains a substantial physical presence in this State.

9. Venue is proper pursuant to 28 U.S.C. §1391 because Plaintiffs are located in, and the unlawful acts alleged in this Complaint occurred within the Eastern District of Michigan.

10. The amount in controversy exceeds \$75,000.00, exclusive of costs, interest and attorney fees.

11. This Court has proper jurisdiction over this lawsuit.

Factual Allegations

12. Plaintiffs incorporates by reference the foregoing paragraphs as though fully set forth herein.

13. NAB is a company operating in the payment technology services industry offering its business merchants a variety of services, including, credit card processing, point of sale, e-commerce/gateway, mobile payments, and cash advances.

14. Owens has over 10 years of experience in the point of sale and payment technology services industry; and over 30 years of experience in the restaurant industry. He is well-known in these industries, particularly for his expertise in restaurant technology sales, dealer operations, customer service, relationship management, sales and technical support. Owens has further developed his own unique proprietary methodology in the area of: (i)

sales strategy; (ii) vendor relationship development; and (iii) vendor relationship management.

15. In 2016, Plaintiff was presented with multiple job opportunities, one of which was an offer from NAB by and through its wholly owned subsidiary NAB-CDI, LLC ("CDITech").

16. On March 28, 2016, NAB offered Plaintiff the position of General Manager of CDITech (**Exh. A**, Offer Letter).

17. Specifically, the Offer Letter describes a compensation schedule as follows:

\$125,000.00 annual salary with an incentive plan as follows:

Base Level EBITDA - \$350,000

\$350,000-\$1 million – 15% of the incremental EBITDA

\$1 million-\$2 million – 10% of the incremental EBITDA

Over \$2 million –To Be Determined

Program runs through 12/31/2017 with re-evaluation at program end. Pro-rated for 2016

18. Owens accepted the position with NAB and started work on May 1, 2016.

19. During the course of Owens' employment with NAB he learned that the compensation schedule which had induced him to accept the position was not attainable.

20. Though Owens dedicated himself to providing the highest degree of work commitment, work ethic and deliverables to NAB, *including but not limited to creating approximately four times in more annual revenue during his tenure*, he was not provided with the compensation which induced him to accept the position with NAB.

21. Throughout Owen's tenure with NAB, he received numerous accolades based upon the performance of his department and projects for which he was responsible.

Owens raised this compensation issue with NAB management on multiple occasions without explanation from NAB. However, NAB continued to make misrepresentations to Owens.

22. In August 2019, NAB finally agreed to increase Owens' base salary by \$50,000 and also promised to change his bonus schedule to something that was actually attainable.

During the course of this discussion, NAB and Gardner admitted the bonus schedule was false and not attainable. However, Owens' new bonus schedule was never implemented.

Owens ultimately determined that, given the intentional false inducements and continued misrepresentations by NAB, he could not continue to work the kind of hours he devoted to NAB without receiving the compensation he was promised.

23. On November 1, 2019, Owens tendered his resignation with NAB.

24. Due to ongoing work NAB still requested Owens to perform, which Owens did perform, Owens submitted a second resignation, by way of formal letter on January 4, 2020, thanking NAB for his experience and that he was willing to provide NAB with two additional months for a transition period so as not to disadvantage NAB. However, NAB never responded to Owens' offer in this regard (or his second resignation), so Owens prepared to depart NAB two weeks after delivery of his second resignation.

25. On January 10, 2020, at the request of Gardner, Owens met with Gardner and Kirk Haggarty, NAB's Chief Financial Officer, ("Haggarty") to discuss Owens' resignation and Gardner/NAB's desire that Owens stay on with NAB.

26. On January 15, 2020, Owens sent an email to Gardner thanking him for the conversation and reiterated his desire to leave NAB.

27. Owens had not heard from anyone at NAB regarding his offer to stay through the end of February, so he continued to prepare for his last date of employment on January 17, 2020. On January 17, 2020, having not heard from anyone at NAB, Owens sought out Haggarty or Gardner to discern what he needed to do to turn in his badge, conduct an exit interview and anything else expect of an employee on their last day. Haggarty advised Owens that Gardner thought Owens "was bluffing" when he tendered his resignation. Haggarty asked Owens to stay on until the end of February.

28. On January 21, 2020, Haggarty sent Owens an email confirming that Owens should stay on until the end of February and that he should have another discussion with Gardner in person at NAB's corporate sponsored trip in Cabo San Lucas.

29. Owens attended NAB's corporate trip to Cabo San Lucas to speak with Gardner, at Haggarty's request, but Gardner did not discuss Owens' departure or employment. Throughout the Cabos trip, top NAB executives drank alcohol and disclosed certain information concerning: (i) women within the company, (ii) those individuals who were not invited to Cabo, and (iii) ongoing various litigation against NAB.

30. After the Cabo trip, in February 2020, Gardner requested that Owens meet him for drinks at Market in Birmingham, MI to which Owens agreed. At that time, Owens advised Gardner that he was offered employment with SpotOn, a California company, which he was seriously considering accepting. Gardner voiced no objection of any kind to Owens indicating he would likely accept the SpotOn offer and acknowledged that he would understand if Owens accepted the offer from SpotOn. However, in another effort to keep Owens, Gardner made Owens an offer to stay on at NAB that included a “multiple of his salary” when NAB was sold which Gardner stated would likely be sometime in 2021. Owens was never advised what exactly his “multiple of his salary” bonus would be and, given the track record of Defendants to not pay any bonus or variable compensation (despite their representations they would), Owens did not believe he would ever receive this “multiple of salary” bonus.

31. A few days later, Owens sent Gardner an email thanking him for the offer but that staying on with NAB would not be the best decision for him or his family. Owens wished Gardner well. Owens received no response from Gardner.

32. On March 4, 2020, Owens started employment with SpotOn.

33. NAB and Gardner knew that Owens started employment with SpotOn in March 2020.

34. NAB and Gardner never notified Owens that they thought Owens’ employment with SpotOn violated any term or condition of his purported employment contract with NAB.

35. Since Owens' departure from NAB, and PM continuing on as an agent for NAB,

Plaintiffs have:

(i) boarded eleven new merchants with NAB;

(ii) taken countless calls from NAB/CDITech to provide regular and significant assistance on training, support, sales and answer frequent questions on various matters and issues;

(iii) offered to pick up NAB/CDITech hardware and store it during the covid-19 health pandemic which has shut down many customers of NAB;

(iv) offered NAB/CDITech assistance on anything they needed during the health pandemic;

(v) offered NAB/CDITech the ability to extend zero-cost online ordering through 2020 with payment terms on the initial set up costs;

(vi) offered to assist in finalizing a new arrangement with NAB/CDITech and SpotOn that would benefit both companies;

(vii) offered to hire employees directly responsible for installing and supporting EmaginePOS so that NAB/CDITech could continue to sell their product and the SpotOn team would handle installations and support on NAB/CDITech's behalf;

(viii) participated in lengthy conference calls with a merchant to set up an effective loyalty program for NAB/CDITech customers to drive sales up using loyalty and spent significant time with NAB/CDITech employees discussing same;

(ix) had SpotOn development team get on a call with NAB/CDITech and develop a custom report so that NAB/CDITech would not lose the 15th location of the JL Beers deal;

(x) spent countless hours launching a charitable program and gift card sales for multiple NAB/CDITech customers;

(xi) donated extensive time and money to deliver 200 pizzas a day, for three days, to feed the first responders at four local hospitals' emergency rooms during the coronavirus national health pandemic in an effort to help an NAB/CDITech customer create goodwill and drive sales; and

(xii) offered to work with SpotOn to suspend SpotOn payments for any merchants that were closed so that NAB/CDITech would not be billed for merchants who were not open (so long as NAB/CDITech extended that courtesy to the effected merchants).

36. On April 21, 2020, Owens received an aggressive and threatening letter from NAB's in-house attorney Earl Johnson claiming that Owens had violated certain terms and conditions of his employment and agent contract with NAB.

37. There were no facts provided by NAB to substantiate any of NAB's claims; and, after discussions with NAB's legal counsel it was clear that NAB failed to conduct any due diligence prior to making such claims.

38. Because notice was never provided to Plaintiffs and this was the first time Plaintiffs had heard of any violation of any term of either the purported employment or agent contracts with NAB, and that such accusations came from NAB's attorney, Owens hired an attorney. Owens also contacted Gardner directly in an effort to address any misinformation under which NAB was clearly operating so that whatever "perceived issue" by NAB could be addressed and resolved amicably. However, Gardner refused to even respond to Owens and refused to schedule a meeting in an effort to resolve the matter.

39. Moreover, rather than engage in any good faith attempt at resolution of NAB's sudden and unsubstantiated accusations, particularly after all of Owens' efforts to assist NAB during the national health pandemic, on May 16, 2020 Gardner and another NAB attorney, David Greenberg, contacted Owens' new employer SpotOn and threatened them that if SpotOn did not immediately terminate Owens, pursuant to an alleged noncompete, that NAB would sue SpotOn.

40. The following morning on May 17, 2020, NAB persisted in their threats and intimidation against SpotOn and sent an email to SpotOn demanding and threatening to know what SpotOn was going to do about NAB's demand that SpotOn terminate Owens.

41. SpotOn succumbed to NAB's threats that same day and notified Owens on May 17, 2020 that it was terminating Owens' employment.

42. Owens was making \$250,000.00 annually with SpotOn, plus significant benefits including, but not limited to, stocks, 6% employer matching of 401k, and health insurance for Owens, his wife and child(ren).

43. Subsequent to NAB getting Owens fired from his new employment, NAB then unilaterally withheld Owens' residuals under his agent contract, by and through Plaintiff PM, ultimately denying Owens any income whatsoever¹.

44. Rather than attempt any resolution, in good faith whatsoever, including on June 11, 2020 during a call between the parties respective legal counsel, Defendants instead persisted in their unlawful behavior and bad faith by reaching out to another entity with whom Owens does business to yet again tortiously interfere with Owens' business relationships and opportunities. Furthermore, Greenberg, a New York attorney, after being made aware that Plaintiffs were represented by counsel, directly contacted Plaintiffs by letter.

¹ After withholding significant residual payments to Plaintiff PM, NAB has since provided some residual payments to Plaintiff but continues to engage in gamesmanship and deceitful behavior, taunting Plaintiff in a sick, disturbing scheme to deny him any income whatsoever during a national health pandemic. However, NAB has never provided a rationale or detailed accounting for withholding of any residuals whatsoever. Plaintiffs is suffering grave and irreparable harm as a result of Defendants intentional, malicious behavior to deny him any income whatsoever. Plaintiffs seeks an emergency order from this Court directing NAB to pay all outstanding residuals within three days and to pay all future residuals timely pending adjudication of this matter.

COUNT I

Tortious Interference with a Contract or Business Relationship or Expectancy
As to All Defendants

45. Plaintiffs reallege and incorporate the above paragraphs by reference as if fully set forth herein.

46. Defendants knew of the contracts and business relationships and expectancies between Plaintiff Owens and SpotOn.

47. By targeting, threatening, harassing and intimidating SpotOn, Defendants intentionally, improperly and maliciously interfered with the contracts and business relationships and expectancies between Plaintiff Owens and SpotOn.

48. Defendants actions intended to, and did, interfere with Plaintiff Owens' contracts and business relationships and expectancies, causing SpotOn's breach, disruption or termination.

49. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff Owens has suffered substantial and irreparable economic injury, loss of contracts, loss of business expectancies, loss of salary, loss of benefits, loss of stocks, loss of health insurance for Owens' and his family, harm to his business reputation, loss of esteem and standing in the community and loss of business opportunities. Plaintiff Owens is also entitled to exemplary damages.

COUNT II
Fraud and Fraudulent Inducement
As to Defendants NAB and Gardner

50. Plaintiffs reallege and incorporate the above paragraphs by reference as if fully set forth herein.

51. Defendants made a material representation regarding the terms and conditions of Plaintiff Owens' offer of employment with NAB, including but not limited to, Plaintiff Owens' compensation.

52. Plaintiff Owens compensation, specifically his compensation bonus scale, was false.

53. Defendants knew it was false, or made it recklessly without knowledge of its truth.

54. The representation was made with the intent that Plaintiff Owens' would act upon it, and Plaintiff Owens did act in reliance upon the representation, which caused Plaintiff Owens to suffer significant damages.

COUNT III
Breach of Contract
As to Defendant NAB

55. Plaintiffs reallege and incorporate the above paragraphs by reference as if fully set forth herein.

56. On or about June 12, 2017, Defendant NAB and Plaintiff PM entered into an Agent Agreement wherein Plaintiff PM would identify prospective merchants in an effort to sell such prospective merchants NAB credit card processing services. (**Exh. B**, Agent Agreement.)

57. The Agreement sets forth the compensation that Plaintiff PM is to receive for such services.

58. Defendant NAB failed to compensate Plaintiff PM pursuant to the terms of said Agreement.

59. Defendant NAB's breach was intentional and knowingly.

60. Plaintiff PM has suffered, and continues to suffer, damages as a result of Defendant NAB's breach of contract.

COUNT IV
Civil Conspiracy
As to All Defendants

61. Plaintiffs reallege and incorporate the above and below paragraphs by reference as if fully set forth herein.

62. At all relevant times herein, Gardner and Greenberg acted in concert with one another.

63. At all relevant times herein, Gardner and Greenberg acted in concert with one another in order to accomplish an unlawful purpose of tortiously interfering with Owens' employment with SpotOn by threatening and intimidating SpotOn in order to get SpotOn to terminate Owens' employment.

64. During the several months that Defendants knew Owens was working at SpotOn, Defendants never contacted Owens to notify him of their newfound contention that a purported noncompete was allegedly violated.

65. At all relevant times herein, Gardner and Greenberg knew that the purported “noncompete” was unenforceable, invalid, void and/or waived by NAB.

66. Defendants maliciously intended to, and did, cause harm to Owens and did so for an unlawful purpose, or, by unlawful means.

COUNT V
Defamation
As to All Defendants

67. Plaintiffs reallege and incorporate the above paragraphs by reference as if fully set forth herein.

68. Defendants have, and continue to, intentionally make false and defamatory statements against Owens to third parties regarding (i) him allegedly violating a noncompete; and (ii) repeated negative comments about his work and work ethic which Defendants know to be false and defamatory.

69. Owens has been severely and irreparably economically harmed by such defamation in his reputation by such false statements.

COUNT VI
Intentional Infliction of Emotional Distress
As to All Defendants

70. Plaintiffs reallege and incorporate the above paragraphs by reference as if fully set forth herein.

71. Each Defendant's conduct, as outlined above, was intentional or reckless. The Defendants conduct as outlined above was extreme, outrageous, and beyond all possible bounds of decency, and have such character as to be intolerable in a civilized society.

72. The Defendants' conduct as outlined above, was not for any proper purpose.

73. The Defendants' conduct caused the severe and serious emotional distress of Owens.

74. The Defendants' conduct in this matter, which proximately caused Owens' injuries and damages, was grossly negligent because it was so reckless that it demonstrated a substantial lack of concern for the Owens' physical and emotional well-being.

75. As a direct and proximate result of Defendants' conduct, Owens suffered, and continues to suffer, humiliation, mortification, overwhelming stress, embarrassment, sleeplessness, anxiety and other emotion and physical damage.

COUNT VII
Unfair Competition
Section 43(a) of the Lanham Act, 15 U.S.C. 1125
As to All Defendants

76. Plaintiffs reallege and incorporate the above paragraphs by reference as if fully set forth herein.

77. Defendants made a false, misleading and deceptive statement of fact concerning Plaintiff's noncompete, Plaintiff's business strategy and proprietary business skills and

acumen in an effort to obtain an unfair business advantage over Plaintiffs, and Plaintiff Owens' new employer SpotOn.

78. Defendants' false and misleading statements have a tendency to mislead or deceive people.

79. Defendants' statements are material in that such statements will likely influence the deceived person's business decisions.

WHEREFORE, Plaintiff prays that this Court, after a trial by jury, enter an award in his favor and against the Defendants for actual, compensatory, consequential, incidental and exemplary damages as a result of Defendants' unlawful and malicious conduct as identified in each of the aforementioned causes of action, as well as all other remedies and damages as authorized by law, including but not limited to, attorney fees and costs.

Respectfully Submitted,

/s/ Natalie C. Qandah
Natalie C. Qandah (P58434)
Vida Law Group, PLLC
Attorneys for Plaintiffs
43050 Ford Rd., Suite 160
Canton, MI 48187
PH: (734) 456-9004
natalie@vidalawpllc.com

Verified by Duane Owens'
and Partners Matters LLC:

/s/ Duane Owens

Dated: July 16, 2020

JURY DEMAND

Plaintiff hereby respectfully demands a trial by jury on all claims and issues so triable.

Respectfully Submitted,

/s/ Natalie C. Qandah
Natalie C. Qandah (P58434)
Vida Law Group, PLLC
Attorneys for Plaintiffs
43050 Ford Rd., Suite 160
Canton, MI 48187
PH: (734) 456-9004
natalie@vidalawpllc.com

Dated: July 16, 2020



March 28, 2016

Duane Owens

Re: Offer of Employment

Dear Duane,

Congratulations! On behalf of CDI Tech, a wholly owned subsidiary of North American Bancard, LLC ("NAB"), we are very pleased to confirm our offer of employment to you.

Below is a summary of your offer of employment for the General Manager position with a start date to be determined. In this regular full-time position, you will report to Kirk Haggarty, NAB Chief Financial Officer.

If you accept this offer of employment, you will receive the following:

- An annual salary of \$125,000 to be paid biweekly, in accordance with the Company's payroll practices.
- You will be eligible to participate in the Incentive Plan as outlined below:
Base Level EBITDA - \$350,000
 \$350,000-\$1 million – 15% of the incremental EBITDA
 \$1 million-\$2 million – 10% of the incremental EBITDA
 Over \$2 million –To Be Determined
 Program runs through 12/31/2017 with re-evaluation at program end.
 Pro-rated for 2016
 Must be in the position and in good standing to be eligible for incentive plan.
- Eligible to join the NAB Benefit Plan the first of the month after 30 days of employment.
- Eligible for participation in the Company's 401(k) Savings Plan the first of the month after 30 days of employment, in accordance with the terms and conditions of the plan. Please note that you will be automatically enrolled in the Company 401(k) Savings Plan at 3% of your earnings, effective on your eligibility date unless you decline participation.
- Eligible for Company designated holidays in accordance with the terms of our holiday policy.
- Eligible for 1 Floating Holiday.
- Eligible for 3 paid Sick/Personal Days, which are pro-rated based on hire date.
- After 90 days of employment, eligible for 160 hours of paid vacation annually to be accrued per pay period.

A more comprehensive explanation of your benefits plan will be presented to you during your onboarding process.

Your offer of employment is contingent upon your signing and agreeing to and/or complying with each of the following:

- Employee Non-Disclosure and Non-Solicitation Agreement
- Employee Information Form
- Employee Handbook
- Proof of Identity and Employment Eligibility (I-9 Documentation)
- Background Check and Drug Screening – your acceptance of this position is with the understanding that the final appointment is contingent upon the successful completion of the background investigation and drug screening process. Unsatisfactory results may result in withdrawal of the employment offer.

Employment At Will: While I have every expectation that you will have a successful career with us, I must remind you that your employment with the Company is on an "at will" basis, which means that either of us may choose to terminate your employment at any time, with or without cause, with or without notice and without compensation except for time worked. Accordingly, nothing in this offer letter should be construed as creating a contract of

employment, or employment for a specified term. Please note that all compensation, benefits and other terms of employment are subject to change from time to time, as the Company determines.

If you find our offer to be acceptable, please sign this letter and return both pages along with your signed new hire paperwork to newhire.recruiting@nabancard.com or fax to 248.283.6104 by Tuesday, April 5, 2016, or the offer will be deemed withdrawn. Please retain a copy of the offer letter for your records.

We look forward to your accepting this offer, and in the meantime, should you have any questions or concerns regarding this Offer of Employment, please contact my office.

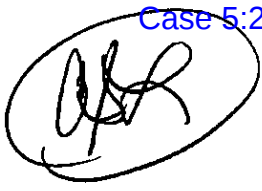
Sincerely,

Kirk Haggarty, NAB Chief Financial Officer
248-269-6000 Ext 1913
khaggarty@nabancard.com

cc: Ron Kasnow, Julia Kellogg

Duane Owens

Date


Agent ID: 33893Agent Name: Partners Matters, LLCRegional Manager:National Agent Recruiter: Marc MoranDate Recieved:

- | | | |
|----------------------------------------------|-----------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Agent Agreement | <input type="checkbox"/> ACH Auth Form | <input type="checkbox"/> Voided Check |
| <input type="checkbox"/> Background Form | <input type="checkbox"/> W9 | <input type="checkbox"/> Agent Profile |
| <input type="checkbox"/> Website Complainece | <input type="checkbox"/> Code of Ethics | <input type="checkbox"/> Compensation Plan |
| <input type="checkbox"/> Activation Bonus | <input type="checkbox"/> Approval Bonus | <input checked="" type="checkbox"/> Docusign Package |

Date Approved:File Scan Date:Comments:

Also 32054

6/14/17

Approved
(WG)

Sales Partner Profile & Questionnaire

Business Information							
Business Name Partners Matters, LLC			Business Mailing Address (if different from location address) 1641 S Milford Rd, Suite A-104				
Physical Location Address 1641 S Milford Rd, Suite A-104			City, State, Zip Highland MI 48357				
City, State, Zip Highland MI 48357			Phone # 2485046100		Fax # 2485046101		
Email Address admin@partnersmatter.com			Website Address (URL) www.partnersmatter.com				
Bank Name PNC			Type of Account <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings				
Checking Account # 4114514489			Bank Routing # 041000124				
Owners Information							
Name of Principal Duane Owens			Name of Principal				
Residence Address 1610 Orban			Residence Address				
City, State, Zip Milford MI 48380			City, State, Zip				
Home Phone # 7343412819			Home Phone #				
Mobile Phone # 7343412819			Mobile Phone #				
Date of Birth 10/15/1974			Date of Birth				
SS# 374909133			SS#				
Driver's License # 0520155441792		State of issue mi	Driver's License #		State of issue		
Other Information							
Last Employer Name NAB-CDI			Position General manager				
Have you previously sold merchant service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Years in Industry 5+				
If YES, please provide the name of the company you sold for NAB-CDI							
Projected # of Merchant applications per month							
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
		3	3	3	3	3	3
Have you previously sold cash advance? Yes			If NO, would you like us to sell cash advance to merchants on your behalf?				
Would you like us to provide your business contact information if merchant is requesting:							
Additional Equipment:			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
Additional MID # (s):			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
Major changes that require new MID# (s):			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
Pricing Review Requests			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
Misc. questions and/or merchant is requesting your contact info:			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			
(If this section is not completed, no contact information will be released to the merchant)							

Print or type

name, see the chart on page 4 for guidelines on whose

AA870ED1A872473

AA870ED1A872473

Purpose of Form

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

North American Bancard, LLC Agent Agreement

North American Bancard, LLC, a Delaware limited liability company ("NAB") whose business is located at 250 Stephenson Hwy Road, Troy, Michigan 48083 is entering into this Agent Agreement ("Agreement") as of

6/12/2017 ("Effective Date"), with Partners Matters, LLC ("Agent")
 whose primary business is located at 1641 S Milford Rd, Suite A-104
Highland MI 48357

Recitals

- A. Agent engages in the business of marketing services to business entities that accept Cards (as defined below) as payment for goods and services; and
- B. NAB provides Merchant Card Services (defined below), to merchants through bank(s) that are members of the Visa and MasterCard and NAB wishes to retain Agent to assist in marketing its Merchant Card Services.
- C. Therefore, in consideration of the mutual promises and the terms and conditions below, the parties agree as follows.

SECTION 1 - DEFINITIONS

1.0 Except as otherwise indicated, and unless the context otherwise clearly requires, the following terms shall have the following meanings in this Agreement.

- (a) "Card" means (i) a valid credit or debit card in the form issued under license from a Card Association or (ii) any other valid credit card, charge card or debit card accepted by Merchant with NAB's prior written approval.
- (b) "Card Association" means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc. or any other card issuers, such as debit networks, that provide Cards that are accepted by Merchant by agreement with NAB.
- (c) "Cardholder" means the person whose name is embossed upon the face of the Card.
- (d) "Gross Sales" means the total value of card sales generated by an individual Merchant, for any stated time period, and presented to a Member Bank for processing and collection.
- (e) "Member Bank" means any member of a Card Association that has registered NAB as its agent to provide Merchant Card Services.
- (f) "Merchant" means each party solicited by Agent and with which NAB and a Member Bank enter into a Merchant Agreement as a result of such solicitation.
- (g) "Merchant Account" means a specific and unique numbered account established by NAB for the processing of a Merchant's Card Transactions.
- (h) "Merchant Agreement" means any agreement in effect by and among NAB, a Member Bank and a Merchant, and shall include any application required by NAB to determine if a business will be accepted as a Merchant.
- (i) "Merchant Card Service" means the operations relating to the acceptance, processing and collection of Transactions on behalf of Merchants by NAB. Such operations include, but are not limited to solicitation of prospective Merchants, credit review and approval of Merchants, clearing and settlement of Transactions, customer services, and chargeback and retrieval services.
- (j) "Merchant Program" means the operations, policies and procedures as established by a Member Bank for NAB for the processing and settlement of Card Transactions for Merchants.
- (k) "Merchant Program Standards" means the written policies and procedures established from time to time by Member Bank and NAB to govern the operations of the Merchant Program, including credit and standards to be used by Agent in the solicitation of prospective merchants and policies and procedures to ensure that relationships with Merchants are satisfactory and that the Merchant Program is maintained in a financially safe and sound manner.

- (l) "Rules" means the rules and regulations of the Card Associations, as they may exist from time to time, and the rules and regulations of any debit network or federal or state department or agency having jurisdiction over the activities of a Member Bank, NAB or Agent.
- (m) "Sales Person" or "Sales Persons" means those individuals that have been identified by Agent and are managed by Agent to solicit and sign Merchants for NAB under the terms of this Agreement.
- (n) "Transaction" means any sale of goods or services, or credit for such, from a Merchant for which the customer makes payment through the use of any Card and which is presented to a Member Bank for collection.

SECTION II- MERCHANT PROGRAM MARKETING

2.1 Marketing Duties of Agent. Agent shall identify prospective Merchants that Agent believes will meet Merchant Program Standards. Agent will obtain all information and documentation required by Merchant Program Standards and any other information and documentation that the Member Bank or NAB may reasonably require.

2.2 Merchant Program Standards. Agent shall faithfully and consistently apply Merchant Program Standards to all prospective Merchants and Merchant Agreements. Agent acknowledges that NAB or its Member Bank may at any time amend such standards to ensure the financial safety and soundness of the Merchant Program. Agent will accept and abide by all such amendments.

2.3 Use of Merchant Agreements. Agent shall use only the form of Merchant Agreement that has been approved by NAB for Agent's use with the Merchant Program. Agent shall not make any changes or modifications to any Merchant Agreement without the prior written consent of NAB. NAB reserves the right to amend or change in any manner the Merchant Agreement to be used by Agent, including changes to the discount rate, Transaction fees and all other fees due from Merchants.

2.4 Approval of Merchant Agreements. Agent acknowledges that all Merchant Agreements must be approved by NAB and/or Member Bank, at their sole discretion, and will become effective only upon such approval. Therefore, Agent will not make any promise to or create any impression with a prospective Merchant that its Merchant Agreement will be approved prior to Member Bank's review and approval. Further, Agent acknowledges that all aspects of the Merchant Program are subject to the management and approval of NAB and/or Member Bank, and Agent shall make no representations to the contrary.

2.5 Acceptable Merchants. Agent shall market the Merchant Program only to bona fide and lawful businesses and in accordance with the Merchant Program Standards. Agent shall promptly notify NAB in writing of any adverse information that Agent receives relating to a Merchant, including but not limited to information regarding a Merchant's financial condition, use of Cards for any purpose other than payment for the bona fide sale of goods and services, changes in Merchant's method of doing business or types of goods or services, or information that would have a material effect on Merchant's ability to conform to the terms of its Merchant Agreement.

2.6 Supplies and Merchant Training. Agent shall instruct Merchant to contact NAB in sufficient time to order necessary supplies. Agent shall provide proper training on the use of processing equipment and the proper operational procedures for acceptance of credit and/or debit cards according to Association Rules. The foregoing may include placement of manual imprinters for all Merchants, use of NAB approved manuals and written procedures and training related to the use of electronic point-of-sale terminals.

2.7 Sales and Marketing.

- (a) Marketing Materials. Agent shall use only those marketing and promotional materials that have received NAB's prior written approval. Only a registered Independent Contractor that has a direct written contract with Visa or MasterCard may perform services on behalf of the Member. An Independent Sales Organization, Third-party Service, or Independent Contractor must not present itself to prospective merchants under any other trade name except the one registered with Visa or MasterCard. If agent is not a registered ISO or MSP, they must market processing services under the North American Bancard, LLC brand. If agent's business is not registered with Visa as an Independent Sales Organization or with Mastercard as a Member Service Provider, agent is not authorized to represent that they sell Visa and/or MasterCard processing services, which includes but is not limited to the use of the Visa and/or MasterCard logos or the Brand Visa and/or MasterCard. Agent shall not use any Card Association trademark on business cards, letterhead or stationery. When soliciting Merchants on behalf of NAB,

Agent may not present itself to prospective Merchants under any trade name other than "North American Bancard, LLC."

- (b) Sales Agent Compliance. Agent agrees to follow and abide by the Sales Partner Compliance Guide which is incorporated into and made part of this Agreement, and to be bound by the operating regulations and rules of Visa, MasterCard, Discover and any other card association or network organization covered by this Agreement, as any of the above referenced documents may be modified and amended from time to time. Agent acknowledges that the Sales Partner Compliance Guide is located on NAB's website at the following link:

https://www.agentinfocenter.com/c107_files/downloads/news/agent_compliance_and_code_of_ethics.pdf.

2.8 Sales Persons. Agent shall be responsible for identifying and employing Sales Persons who will solicit Merchants and otherwise market the Merchant Program. Agent shall be liable for the actions of all Sales Persons. All Sales Persons must be approved by NAB. Agent will immediately notify NAB of the termination of any Sales Person.

2.9 Site Surveys. Upon NAB's demand, Agent or Sales Person shall perform an on-site inspection of a Merchant's place of business. This site inspection may include a picture of the facade of the business establishment demonstrating Merchant's d/b/a name and a picture of the inside of the business premises, preferably showing Merchant's inventory. Agent authorizes NAB to conduct site surveys of their business/personal address as indicated per the ISO documentation.

2.10 Sub-Contracting of Services. Agent shall not enter into any contract, whether written or oral, with any other organization or entity (other than with Sales Persons performing services on behalf of NAB) to market the Merchant Program without NAB's prior written consent. Each such entity approved by NAB must enter into a separate written agreement with NAB.

2.11 Losses. All losses incurred by NAB attributable to Merchants, including but not limited to fraud, chargebacks and non-payment of Merchant fees, will be borne by NAB. ISO will be liable to NAB for all losses, fines, fees and expenses arising out of Agent's or Sales Person fraud, negligence, or failure to comply with the terms of this Agreement.

SECTION III- EXPENSES AND COMPENSATION

3.1 Expenses. Agent shall be responsible for payment of all expenses relating to its performance of this Agreement, and, except as set forth in Section 3.2, NAB shall have no obligation whatsoever to reimburse Agent for any expenses incurred by Agent in connection with this Agreement. Further, Agent shall be solely responsible for determining whether payment will be made for expenses of any Sales Person and shall be solely liable for any such payment.

3.2 Review of Documents. NAB shall be responsible for expenses and legal fees incurred by NAB in connection with its initial review of all agreements, marketing materials and other documentation relating to the Merchant Program that are proposed by Agent. Any expenses and legal fees relating to the review of changes to such documents or new documents proposed or used by Agent shall be paid by Agent. In addition, Agent shall pay all legal fees and expenses incurred by NAB relating to the renegotiations of any term or condition of this Agreement or any renewal of this Agreement, if such renewal involves material changes to the Agreement.

3.3 Compensation. During the term of this Agreement, compensation to Agent will be paid as set forth in the attached Exhibit A, Revenue Share Program ("Compensation"). Compensation calculated for a month's transactions shall be paid within thirty days (30) after receipt thereof by NAB. At the time of each payment, or soon thereafter, NAB will provide a statement detailing the computations used by NAB in arriving at the compensation. If Agent disputes any Compensation paid to it, Agent agrees to inform NAB within 30 days of the date of payment. Agent waives any claim against NAB regarding any Compensation Agent fails to dispute within such 30-day period. Notwithstanding anything to the contrary in this Agreement, Agent shall have no right or claim to receive Compensation for, or to share in, revenues generated by any products or services now or in the future sold by or through NAB, except to the extent that such products, services and accompanying revenues are expressly incorporated as a component in determining Compensation in Exhibit A. Compensation will terminate immediately upon termination of this Agreement by NAB for cause. Agent acknowledges that the fees charged to merchants and Agent by NAB are subject to change. Residual payments for accounts on reserve will be settled to the agent at 50% of the contracted residual rate. NAB will settle the reduced residual amount until such time as the reserve balance is released to the merchant.

(a) Compensation to Sales Persons. Agent shall determine reasonable compensation to be provided to Sales Persons employed in marketing Merchant Card Services for NAB, and Agent shall be responsible for providing such compensation to each Sales Person from revenues paid to Agent under this Agreement.

(b) Term of Compensation. NAB shall have the right to terminate compensation to Agent if Agent is not actively soliciting and establishing new Merchant Accounts for a period of 6 months, and total residual compensation is less than or equal to \$50.00. Agent must submit a minimum of 3 approved Merchant Accounts during this 6-month period to be considered as actively soliciting merchant accounts to continue to receive \$50.00 or less residual compensation.

(c) Payments and ACH Authorization. Agent hereby authorizes NAB, solely with respect to amounts due pursuant to this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to debit and/or credit entries to charge and/or credit Agent's demand deposit account on file with NAB, and hereby authorize and direct the financial institution to debit the account in the amount of each debit, and, if necessary initiate any adjustments for any transactions credited/debited in error. Agent agrees that: Agent will notify NAB in writing of any changes in its demand deposit account information on file with NAB; NAB shall incur no liability if balance in the account is insufficient to cover any draft upon presentation; canceled draft/bank debit memo account statement will constitute a receipt for the payment of the specified amount; NAB may, at its discretion, attempt to re-debit drafts returned unpaid a reasonable number of times. This authorization shall remain in effect unless and until NAB has received written notification from Agent that this authorization has been terminated in such a time and manner to allow NAB and the applicable financial institutions to act. Undersigned represents and warrants to NAB that the person executing this Agreement is an authorized signatory on the bank account referenced above. Agent further agrees that a breach of this authorization section will constitute a "Breach" of this Agreement.

3.4 Setoff Rights, Security Interests. NAB shall have the right to setoff any amounts owed by Agent under this Agreement against any funds credited to or owing to Agent. NAB may exercise this right of setoff at any time and without notice to Agent whether or not the obligations of Agent to NAB are then due. As security for the obligations of Agent to NAB, Agent hereby grants NAB a security interest in all money, instruments and other property of Agent that may now or hereafter be held by NAB or the Member Bank.

3.5 Sale or Merger of NAB. NAB may at any time sell or merge its business or its Merchant portfolio. In the event NAB chooses to exercise this option, if Agent is in good standing it may, at NAB's option, either continue to be paid compensation by the successor company or it will be paid a one-time buy out to be negotiated at the time of the buyout.

SECTION IV - ADDITIONAL OBLIGATIONS

4.1 Compliance with policies and procedures. Agent agrees to comply with NAB and the Member Bank's policies and procedures and with Rules. Agent agrees that NAB, Member Bank, the Card Associations and any federal or state regulatory agency having jurisdiction over Member Bank or NAB may, from time to time, amend their Rules, policies and procedures. Agent agrees to accept and abide by all such amendments within 10 days after receipt of such revisions (or immediately if amendments to Rules require immediate compliance).

4.2 Code of Ethics. Agent, on behalf of itself and all of its Sales Persons, managers, owners, employees and affiliates (collectively the "Agent Parties") acknowledges and agrees to comply with the following code of ethical conduct, and furthermore hereby agree to indemnify and hold NAB harmless from any damages, liability, or expenses for any violations of this Paragraph 4.2 by Agent or any Agent Parties:

- (a) Agent will not make false promises or claims that are not indicated on the applicable Merchant Agreement;
- (b) Agent will not make promises of payment for prior lease obligations or fee obligations for previous processing obligations in order to induce the applicant to sign a Merchant Agreement or any other agreement, unless those payments are actually made on the merchant's behalf;
- (c) Agent will always provide merchants with all pages of the Merchant Agreement upon receipt of their signature;
- (d) All fees will be disclosed to the merchant prior to obtaining signature;
- (e) Agent will not have the merchant sign any pages of any agreement that have not been completely filled out;

- (f) Agent will not submit any Merchant Agreements to North American Bancard that have been altered after the merchant has executed the same, without written authorization from the merchant;
- (g) Agent will abide by all Federal, State and Local laws, the Rules, regulatory agencies, and Member Bank and NAB policies and procedures;
- (h) Agent will not accept monies from any merchant for services that Agent has not invoiced or provided; and
- (i) Agent will not initiate any transactions in a merchant's credit card equipment other than test transactions.

4.3 Credit reporting/Criminal Background Checks on Agent. Agent authorizes NAB to investigate individual credit bureau and criminal background reports on each of Agent's principals and Sales Persons which shall include any persons individually or collectively directly or indirectly owning 10% or more of Agent, any officer or director of Agent, and any person actively participating in the control of Agent's business.

4.4 Merchant Funds. Agent acknowledges that all funds to be paid to or by Merchants shall be under the sole control of NAB and Member Bank. Agent agrees that if any such funds are sent to Agent or any Sales Person, Agent shall be deemed to have received such funds in trust for the benefit of NAB and shall immediately remit such funds directly to NAB.

4.5 Audits. If NAB reasonably believes that Agent or any Sales Person is not materially performing its obligations under this Agreement, NAB or its designee may (a) conduct an audit of Agent's operations and books and records; (b) retrieve an additional periodic individual credit bureau report regarding Agent and related entities as listed in section 4.3 or (c) conduct performance audits of Agent to determine Agent's compliance with this Agreement, NAB's and Member Bank's policies and procedures, and Rules. All costs relating to any such audit shall be the responsibility of Agent if any material irregularities or non-compliance are identified by NAB. If NAB determines that no such irregularities or non-compliance exist, NAB shall bear costs of the audit.

SECTION V - REPRESENTATIONS AND WARRANTIES OF AGENT

5.1 Agent represents and warrants to NAB as follows:

(a) Agent has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Agent in accordance with its terms and no provision requiring Agent's performance is in conflict with Agent's obligations under any other agreement to which Agent is a party or by which it is bound.

(b) If other than a sole proprietorship, Agent is duly organized, authorized and in good standing under the laws of the state of its organization and is duly authorized to do business in each other state in which Agent's business, including marketing of the Merchant Program, make such authorization required.

(c) Neither Agent or any principal (as set forth in Sec. 4.2) has been subject to any (i) criminal conviction (excluding traffic misdemeanors or petty offenses), (ii) bankruptcy filings; (iii) Internal Revenue Service liens; (iv) federal or state regulatory administrative or enforcement proceedings; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices.

5.2 In the event Agent or any principal (as set forth in Section 4.2) is a party to or named in any pending lawsuits, Agent shall provide NAB with a list of the same at the time of Agent's execution of this Agreement. Further, Agent shall promptly notify NAB (within 30 days) of any litigation to which it or any such principal becomes a party or in which they may be named during any time in which this Agreement is in effect.

SECTION VI- NON-SOLICITATION; CONFIDENTIALITY

6.1 Non-Solicitation of Merchants. Without NAB's prior written consent, Agent shall not cause or permit any of its employees, agents, principals, affiliates, subsidiaries, Sales Persons or any other person or entity (a) to solicit or provide services to any Merchant; (b) to solicit or otherwise cause any Merchant to terminate its participation in the Merchant Program; or (c) to solicit or market services to any merchant that is already directly or indirectly provided Merchant Card Services by NAB, whether or not such are provided under the terms of this Agreement. This Section 6.1 shall survive for a period of 5 years following any termination of this Agreement.

6.2 Confidential Information. Agent and NAB each agree that it will not use for its own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of the other (including without limitation the terms of this Agreement), and that each party will safeguard such information and data by using the same degree of care and discretion that it uses to protect its own confidential information. All information relating to Merchants is the confidential information of NAB. No party will be obligated to maintain the confidentiality of information: i) it is required to reveal in performing its obligations under this Agreement or under a third party contract, ii) that is or becomes within the public domain through no act of the disclosing party in breach of this Agreement, iii) was in the possession of the disclosing party prior to its disclosure under this Agreement, and the disclosing party can prove that, iv) received from another source that has no restriction on use or disclosure, or v) is required to be disclosed by state or federal law.

6.3 Remedy. In the event of a breach of this section, the parties agree that the non-breaching party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the non-breaching party will be entitled to injunctive relief in addition to any other rights to which the non-breaching party may be entitled, without the necessity of proof of actual damages.

6.4 Names and Trademarks. Neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. NAB grants to Agent a limited, non-exclusive license to use the name "North American Bancard, LLC" and to use the NAB trademark when conducting business on behalf of NAB under this Agreement. Until and unless Agent is registered as an MSP and Agent with the Card Associations, all telephone lines must be answered "North American Bancard, LLC" and Agent shall identify himself in correspondence with Merchants as NAB. The parties understand and agree that this Agreement does not confer, and neither party shall obtain, any other right to either party's name or trademarks by virtue of such use.

SECTION VII- TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for a period of 3 years, commencing on the Effective Date. This Agreement shall be automatically renewed for additional terms of 1 year each unless either party notifies the other no later than 30 days prior to the end of the current term that it does not wish to renew this Agreement.

7.2 Termination. This Agreement may be terminated at any time as follows:

(a) Either party may terminate this Agreement if the other party breaches any of the provisions of this Agreement and fails to cure such breach within 30 days of its receipt of written notice thereof; or

(b) Either party may terminate this Agreement if the other party (i) becomes insolvent; (ii) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (iii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition for the benefit of creditors; or

(c) NAB may terminate this Agreement if Agent materially defaults in its obligation to comply with the Rules, or if Agent or any Sales Person engages in fraud or misrepresentation to NAB or to any Merchant.

7.3 Regulatory Demand. If Visa, MasterCard or any federal or state regulatory agency having jurisdiction over the subject matter of this Agreement makes a demand that either NAB or Member Bank discontinue or substantially modify the Merchant Program, either party in its sole discretion may terminate this Agreement upon written notice to the other, in which case neither party shall be deemed to be in default by reason of such termination. Agent shall be entitled to continue to receive compensation as provided in Section 3.3 unless prohibited by the entity making the demand for discontinuance or modification.

SECTION VIII- EFFECT OF TERMINATION

8.1 Compensation to Agent Following Termination. Unless this Agreement is terminated for a material, uncured default of Agent as set forth in Section 7.2, NAB agrees to make payments to Agent as set forth in Section 3.3 for any Merchant for as long as such Merchant remains with the Merchant Program.

8.2 Termination of Compensation. If Agent violates any material term of this Agreement, including but not limited to Section 6.1 relating to the solicitation and marketing of services to Merchants following termination of this Agreement, NAB shall have no further obligations for payment of compensation as set forth in Section 8.1. If Section 6.1 is violated, Agent shall, upon demand by NAB, be required to pay damages to NAB in an amount equal to the

revenue that NAB would have received from Merchants solicited in violation of this Agreement. NAB's rights under this section shall be in addition to all other rights granted to NAB under this Agreement or otherwise available at law or in equity.

8.3 Confidential Information. Records prepared by Agent or that come into its possession during its service to NAB are and remain the property of NAB, and when this Agreement terminates, such records and any copies or summaries must be immediately sent to NAB. Agent will forward to NAB all information, products and documentation relating to NAB and its customers, which Agent acquires or develops during the term of this Agreement. Agent may not disclose such information to any person during or after the term of this Agreement.

SECTION IX - ADDITIONAL TERMS AND CONDITIONS

9.1 Sale or Assignment of Agents Interest in Merchant Relationship and Right of First Refusal. All right, title and interest in all Merchant Agreements is vested in NAB. Notwithstanding the previous sentence, NAB agrees that Agent may sell its right to receive Compensation, subject to the following:

(a) The Agent agrees that if the Agent receives a bona fide offer to purchase some or all of the Agent's interest in the Compensation which the Agent desires to accept, Agent will notify NAB of the terms of such offer in writing. NAB is hereby granted the right of first refusal to purchase Agent's rights to Compensation at a price and on such terms equal to the offer. NAB may exercise its right of first refusal by giving written notice of such election to the Agent within 21 days of NAB's receipt of the notice. If NAB does not exercise its option within such period, the right of first refusal shall terminate with respect to that specific offer only. NAB agrees to purchase the Compensation on such terms within 30 days thereafter. Any materially different offer or proposal must be offered first to NAB.

(b) Regardless of whether NAB chooses to exercise its right of first refusal, NAB shall be entitled to continue processing for all Merchants for the balance of the term of this Agreement, and any agreement to sell the Agent's rights in such Merchants must so stipulate.

(c) NAB shall be named as a party to any such agreement to sell Agent's interest in the Compensation.

(d) If this Agreement has not expired, purchaser must agree to enter into an agreement containing substantially the same terms as provided herein with respect to the Merchant Agreements for which Compensation is sold and assigned by the Agent to such purchaser.

(e) In the event of such sale, the terms of this Agreement shall continue between the Agent and NAB as to any remaining or future Merchant Accounts. Agent shall not be relieved of any obligations under this Agreement until its expiration.

9.2 Indemnification.

(a) Agent agrees to indemnify, defend, and hold harmless NAB, its employees, agents and Member Banks from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) any failure by Agent or any employee, Sales Person, or agent of Agent to comply with the terms of this Agreement; (ii) any warranty or representation made by Agent to NAB being false or misleading; or (iii) any representation or warranty made by Agent or any employee or agent of Agent to any third person other than as specifically authorized by this Agreement.

(b) NAB agrees to indemnify, defend and hold harmless Agent, its employees and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of any failure by NAB or any employee or designated agent to comply with the terms of this Agreement. NAB shall have no liability to provide indemnification hereunder to the extent any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) is caused or contributed to by Agent or any employee or agent of Agent.

(c) Each party shall promptly notify the other of any claim or threat of claim of which such party becomes aware and that may give rise to a request for indemnification under this section 9.3.

9.3 Limitation of Liability and Damages. In no event shall NAB be liable for any special, incidental, consequential or punitive damages of any nature or for any reason, regardless of the form of action, whether in contract,

tort, or otherwise, even if the other party is advised of that possibility. The total cumulative liability of NAB in the aggregate for damages arising from any breach of this Agreement shall not exceed an amount equal to the lesser of: (a) fees derived by NAB under this Agreement if the Agreement has been in effect for less than 4 months, or (b) fees derived by NAB under this Agreement during the most recent 4 month period, measured from the date the liability accrues. The parties agree that the previous sentence shall not apply to a breach by NAB of NAB's responsibility to pay Agent Compensation under this Agreement. Neither party will be liable to the other for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

9.4 Injunctive Relief; Specific Performance. Each party agrees that in the event of any action by the other party that in the non-breaching party's reasonable judgment will create an actual or threatened breach of this Agreement, the non-breaching party's remedies shall include specific performance or injunctive relief, or both, in addition to any and all remedies at law or in equity and all such rights shall be cumulative.

9.5 Relationship of Parties. NAB intends no contract of employment, express or implied, with either Agent or Sales Persons, and Agent shall make no representations to the contrary. Agent shall be deemed an independent contractor of NAB for all purposes. Without limitation, neither Agent nor any Sales Person has obtained any right to compensation or any other benefits of an employee by way of this Agreement, except for payment of any sales incentives NAB may offer Agent or Sales Persons for the sole purpose of obtaining Merchants for the Merchant Program.

9.6 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

9.7 Assignment. Neither party shall assign, delegate, subcontract, license, franchise, or in any manner attempt to extend to any third party any right or obligation under this Agreement without the prior written consent of the other party; provided, however, NAB may assign this Agreement and its rights hereunder to a purchaser of all or substantially all or part of the Merchant Program.

9.8 Amendments. NAB may amend this Agreement with 3 days written notice provided to Agent.

9.9 Notices. All notices and other communication required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy) or first class mail, postage prepaid, addressed as follows:

(a) If to NAB: North American Bancard, LLC.
250 Stephenson Hwy
Troy, Michigan 48083
Attn: General Counsel

(b) If to Agent:

Partners Matters, LLC

1641 S Milford Rd, Suite A-104

Highland

MI

48357

9.10 Severability. The invalidity of any term of this Agreement shall not affect the validity of any other term, and this Agreement will be construed as if the illegal provision is not contained in this Agreement. The Agreement will be deemed modified to the extent necessary to render enforceable the remaining provisions.

9.11 Section Headings. The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

9.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. Facsimile and electronic copies and signatures may be made and relied upon to the same extent as originals.

9.13 Entire Agreement; Binding Effect. This Agreement, including all schedules, exhibits and attachments, embodies the entire understanding and agreement of the parties with respect to its subject matter. This Agreement shall be binding upon and shall inure only to the benefit of the parties and their respective successors and authorized assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer any rights or remedies upon any persons or entities not parties to this Agreement.

9.14 Jurisdiction; Venue; Governing Law. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the state or Federal courts of Michigan located in the County of Oakland and this Agreement shall be governed and construed in accordance with the laws of the state of Michigan.

9.15 Survival. Sections 2.8, 2.11, 3.4, 3.5, 4.4, 5.1, and Articles 6, 8 and 9 will survive termination of this Agreement.

Please sign below to signify that you agree to all terms and conditions contained in this Agreement. The undersigned is duly authorized to sign on behalf of Agent and to bind Agent to the terms and conditions set forth in this Agreement, and certifies that all information provided to NAB in connection with this Agreement are true, correct and complete. In addition by your signature below on behalf of Agent you authorize NAB to order a consumer credit report on you, Agent and each of Agent's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with this Agreement. The undersigned, on behalf of the Agent, authorizes NAB or its agents to initiate automated deposit or debit (ACH) entries to Agent's bank account as provided for in Section 3.3(c) hereof.

Agent

Signature:

DocuSigned by:

Duane J Owens

8AB70ED1A872473

Name:

Partners Matters, LLC

Title:

President / CEO

Date:

6/12/2017

North American Bancard, LLC.

Signature: _____

Name: _____

Title: _____

Date: _____

**Certificate Of Completion**

Envelope Id: 42B834E17B2F4EBEA69F811B78B5A8AB

Status: Completed

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 13

Signatures: 3

Envelope Originator:

Supplemental Document Pages: 0

Initials: 9

Brian Baby

Certificate Pages: 4

AutoNav: Enabled

Payments: 0

250 Stephenson Hwy

Envelope Stamping: Enabled

Troy, MI 48083

Time Zone: (UTC-08:00) Pacific Time (US &

bbaby@nabancard.com

Canada)

IP Address: 136.146.208.8

Record Tracking

Status: Original

Holder: Brian Baby

Location: DocuSign

6/12/2017 1:27:14 PM

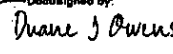
bbaby@nabancard.com

Signer Events**Signature****Timestamp**

Duane J Owens

admin@partnersmatter.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

 8AB70CD1A872473

Sent: 6/12/2017 1:27:17 PM

Viewed: 6/12/2017 1:32:12 PM

Signed: 6/12/2017 1:39:09 PM

Using IP Address: 68.40.252.201

Electronic Record and Signature Disclosure:

Accepted: 6/12/2017 1:32:12 PM

ID: a6e91798-a042-4910-a3c8-aaaa22bcac3

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/12/2017 1:27:17 PM

Certified Delivered

Security Checked

6/12/2017 1:32:12 PM

Signing Complete

Security Checked


6/12/2017 1:39:09 PM

Completed

Security Checked

6/12/2017 1:39:09 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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EPX		
Interchange, Dues & Assessments	Pass Through	
BIN Sponsorship/Risk Hold Back	V/MC/DISC/PAYPAL - 0bps	AMEX Full Acquiring - 18bps
Authorization Fees	Dial & IP	
VISA/MC/Discover/American Express FA (AXP)	\$0.02	
Non-Bankcard Trans (Amex, Diner, JCB, Disc Direct)	\$0.02	
Debit Trans Fee (Plus Network Acquirer)	\$0.02	
EBT	\$0.02	
AVS	\$0.00	
Batch Fee	\$0.00	
Visa NET Surcharge	Pass Through	
Voice Authorization	\$1.00	
Micros Merchant Link Surcharge	Pass Through	
Other Fees		
Monthly Service Fee (Plus Postage)	\$3.00	
Monthly Processing Minimum	\$0.00	
Debit Gateway Fee (\$0.00 if No Free Equipment)	\$5.00	
Annual Fee (If charged not charged, \$5.00 if charged)	\$0.00	
Setup Fee	\$5.00	
MyBizPerks Merchant Club	\$7.75	
Retrieval	\$10.00	
Chargeback	\$10.00	
Monthly Wireless Gateway Fee GPRS/Comstar	\$11.00	
Wireless Setup Fee	\$0.00	
Wireless Transaction Surcharge	\$0.03	
Micros Merchant Link Surcharge	Pass Through	
Mobile Payments - Phone Swipe		
Per Item Surcharge	\$0.05	
Monthly Gateway Fee	\$9.95	
Additional Monthly Gateway Fee	\$4.95	
PCI & Regulatory		
PCI	\$0 buy rate & 10% of collected PCI Fees	
Regulatory	\$0 buy rate & 20% of collected Reg Fees	

By Signing, I have read and agree to the information contained in the above.

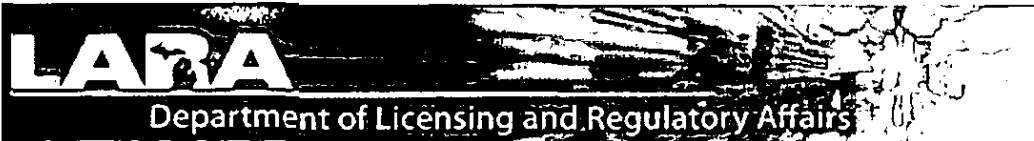
Name: Duane J. Owens

Rep # (Office Use):

Signature: [Handwritten Signature]Date: 6/13/2017

PPEPX05102016

Inquiry Information	
Services Ran: gVerify, gAuthenticate, CustomerID Submitted By: wghaleb@nabancard.com	
Check Information	
Routing Number: [REDACTED] Account Number: [REDACTED] Account Type: Checking	
Customer Information	
First Name: Duane Last Name: Owens Address Line 1: [REDACTED] ✓ City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] Tax ID (Last 4 Digits): [REDACTED]	
Results	
Item Reference ID: [REDACTED] Timestamp: [REDACTED] Bank Name: [REDACTED] Date Account Added To Real-Time Network: [REDACTED] Date Account Information Was Last Updated: [REDACTED]	
Verification Results	
Account Response Code: [REDACTED] Customer Response Code: [REDACTED] Verification Response: [REDACTED]	



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LIMITED LIABILITY COMPANY DETAILS

Searched for: PARTNERSMATTER LLC

ID Num: E85108

Name: PARTNERSMATTER LLC

Type: Domestic Limited Liability Company

Resident Agent: DUANE OWENS

Registered Office Address: 1610 ORBAN MILFORD MI 48380

Mailing/Office Address:

Formation/Qualification Date: 5-17-2016

Jurisdiction of Origin: MICHIGAN

Managed by: Members

Status: ACTIVE **Date:** Present




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LIMITED LIABILITY COMPANY DETAILS

Searched for: PARTNERSMATTER.COM LLC
ID Num: E85108
Name: PARTNERSMATTER LLC
Type: Domestic Limited Liability Company ✓
Resident Agent: DUANE OWENS
Registered Office Address: 1610 ORBAN MILFORD MI 48380
Mailing/Office Address:
Formation/Qualification Date: 5-17-2016
Jurisdiction of Origin: MICHIGAN
Managed by: Members
Status: ACTIVE **Date:** Present

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Rating: 5 - 2 reviews

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Trusted Local Resources - Kathryn Wayne-Spindler & Associates

kssattorney.com/resources-2/trusted-local-resources/

Feb 2, 2015 - If your partner cheated or lied, it can make it doubly difficult to regain trust in people. ... In the cases of divorce or a death in the family, you have lost perhaps a life partner who handled your legal and financial matters. 1641 S: Milford Road, Suite B Essential Massage and Wellness Highland, MI 48357

The Family Holiday Huddle - Raymond James

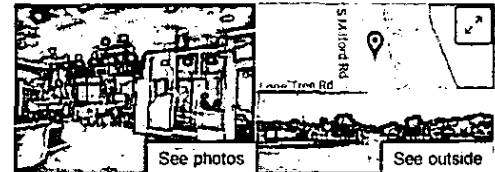
<https://wagnerandmulderfinancialgroup.website.raymondjames.com/view-resource?>

Openly discussing important matters during the holiday season can bring your family closer. November ... At the very least, you and your spouse or partner should be on the same page. 1641 S. Milford Road Suite C:103 Highland, MI 48357.

NormsMilfordBlog | Random thoughts from a Milford Michigan Realtor ...

<https://normsmilfordblog.com/page/52/?app-download=nokia>

Dec 25, 2014 - "It's not what you look at that matters, it's what you see. Massage and Wellness Center - 1641 S Milford Rd, Suite B, Highland, MI 48357. forge the deep, lasting relationships with their life-partners that you see depicted ...



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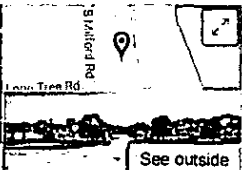

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Address: 1641 S Milford Rd A-104, Highland, MI 48357
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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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New Agent Setup Form

Section I: Program Type

☐

Bonus, Residual & Free Equipment

☐

Residual Only

Section II: Residual Split

New Agent DBA: Partners Matter LLC

Split %: 80

Regional Manager DBA:

Agent ID:

Split %:

Existing NAB Agent DBA:

Agent ID:

Split %:

Existing NAB Agent DBA:

Agent ID:

Split %:

Existing NAB Agent DBA:

Agent ID:

Split %:

Existing NAB Agent DBA:

Agent ID:

Split %:

Existing NAB Agent DBA:

Agent ID:

Split %:

Section III: Bonuses

Paid to:

☒

Agent

☐

Regional Manager

Request Paid On:

☐

Approval

☐

Activation

Program:

☐

Standard

☐

Freedom

Paid When:

☒

Daily

☐

Weekly

Section IV: Agent Portal Access

Access Level:

☒

Full Access

☐

Lite Access

Submitted By:

Existing NAB Agent DBA:

Agent ID: